

**ALIVE WEST NORFOLK TERMS AND CONDITIONS
OF SPORTS CENTRE USE version 3, updated December 2019**

This document is in two parts;

Part 1, Terms & Conditions and Part 2, Rules & Regulations.

PART 1 - TERMS & CONDITIONS

Alive West Norfolk is committed to hire its sports centres responsibly in order to safeguard and promote the welfare of users.

Clubs, Groups and Organisations wishing to hire Alive West Norfolk facilities will need to confirm they have valid qualifications/licenses, appropriate insurance and up to date DBS certificates.

1 Introduction

- 1.1 Your agreement is with us, Alive West Norfolk.
- 1.2 Please read these terms and conditions to help you understand our responsibilities to you, and your responsibilities to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. Please note that if you sign up to any of our online facilities or groups, extra terms and conditions may apply.
- 1.3 We hope to have made these terms and conditions as clear as possible. If you have any questions, a member of our team will be happy to help you.
- 1.4 **How to contact us.** You can contact us by telephone at 01553 818007 or by writing to us at Alive Card Services, Greenpark Avenue, Kings Lynn PE30 2NB or via email to: alive.card@alivewestnorfolk.co.uk.
- 1.5 These terms and conditions apply at all times and take priority over anything a member of our team has told you.
- 1.6 These terms and conditions replace any previous versions.

2 Definitions

Alive Card	the membership card which you (or They) must use each time you (or They) enter an Alive West Norfolk Sports Centre
Data Protection Legislation	as defined in clause 20.6;
Guarantor	a person signing for a membership of another person;
Initial Membership Period	as defined in clause 7.2.2;
Instructor	Instructor, Coach, Personal Trainer, Swim Teacher;
In Writing	By letter to Alive Card Services, Greenpark Avenue, Kings Lynn PE30 2NB or via email to: alive.card@alivewestnorfolk.co.uk ;
Junior	member under 19 years of age;
Personal Information	is data processed under these terms and conditions relating to an identified or identifiable natural person and as defined under Data Protection Legislation;
Sensitive Personal Information	means a special category of Personal Information as defined under Data Protection Legislation;
Sports Facilities	the sports centres are Alive Lynnsport, Alive Downham Leisure, Alive Oasis and Alive St James;
They, Linked member	anyone who is linked to your membership;
We, Us, Our	Alive West Norfolk;
Website	www.alivewestnorfolk.co.uk ;
You	the lead member;

3 Your use of Our Facilities

- 3.1 You must adhere to the rules and regulations for using Alive West Norfolk sports centres as set out in Part 2 Rules & Regulations.

4 Guest Pay as You Go Bookings

- 4.1 Guests are able to use the Sports Centres on a pay as you go basis.
- 4.2 Guest pay as you go bookings are accepted up to 7 days in advance, during general opening times in person or by telephone at any Alive West Norfolk sports centre. Some activities are bookable online.
- 4.3 Full payment is required at the time of booking for all pay as you go bookings.

5 Booking of Sport & Fitness Activities

- 5.1 You can also book to use some of our sports and fitness activities. Age restrictions apply for some activities. Please refer to specific session information as to the restrictions that apply.
- 5.2 We may change our booking terms and conditions from time to time; we will advise of any changes by displaying notices in all Alive West Norfolk sports centres.
- 5.3 Alive Card benefits can be used by You as the lead member and therefore only one sports court/activity can be purchased at any one time.

6 Membership Categories

- 6.1 We offer different types of memberships as set out below. The facilities available to you, the amount you pay and the times you can use the facilities will depend on the type of membership you opt for. The types of memberships we offer include both contracted minimum term memberships and non-minimum term memberships.

7 Contracted minimum term memberships

- 7.1 Monthly Direct Debit or Annual memberships are available for adult members aged 19 or over.
- 7.2 **When will my contracted minimum term membership start?**
 - 7.2.1 If you opt for one of the contracted minimum term memberships, your membership will begin on the day you make your membership application.
 - 7.2.2 Your membership will run for 12 calendar months from the 1st of the month after the membership start date, together with the part of the month as mentioned in section 10 'Starting your membership', clause 10.1.2 (the **Initial Membership Period**).
 - 7.2.3 Your membership will continue indefinitely after the Initial Membership Period until you give us at least one full calendar months' notice in writing in line with section 14 'Ending your Membership, clause 14.1, unless:
 - (i) You end your membership at the end of the Initial Membership Period;
 - (ii) You switch to a different membership type at the end of the Initial Membership Period, clause 12.
 - (iii) You upgrade to a different membership during the Initial Membership Period, clause 12;
 - (iv) You end your membership early, clause 14.2, or
 - (v) We cancel your membership, clause 14.3.
 - 7.2.4 For all contracted minimum term memberships your minimum commitment is to pay for the first 12 full calendar months of your membership (together with the part of a month as mentioned in clause 10.1.2). This applies if you pay by monthly direct debit and cancel before the end of the Initial Membership Period, see also section 14.
 - 7.2.5 If you want to end your membership after the end of the Initial Membership Period, you can give us one calendar months' notice (see clause 14) as long as we receive your notice any time up to and including the first day of the final calendar month of your Initial Membership Period. If you give us notice but we do not receive it by the first day of the final calendar month, your membership will not end at the end of your Initial Membership Period. Instead, we will treat your notice as if we received it on the first day of the following month and your membership will not end until one month after that date.
 - 7.2.6 There is more information on ending your membership in section 14.

8 Non-Minimum Term Monthly Direct Debit Memberships

- 8.1 Non-minimum term membership options available at the following levels:
- 8.2 The non-minimum term memberships available are as follows:
 - 8.2.1 Junior Memberships (up to the date of the Junior's 19th birthday)
 - 8.2.2 Adult Memberships (19 years and over) - Month2Month

8.2.3 Adult Memberships (19 years and over) - Week2Week

8.3 When will my non-minimum term membership start?

8.3.1 Junior Memberships

- (i) Junior memberships will begin on the day the membership application is made and accepted by us.
- (ii) Junior memberships will run from the 1st of the month after the date you made your membership application, together with the part of a month as mentioned in clause 10.1.2. Your membership will continue indefinitely until you give us at least one full calendar months' notice in writing in line with clause 14.1, unless:
 - You switch to a different membership type, see section 12.
 - You upgrade to a different membership, section 12.
 - We cancel your membership, section 14.3.
- (iii) If you want to end your membership you can give us one calendar months' notice under clause 14.1 as long as we receive your notice any time up to and including the first day of the final calendar month of your Initial Membership Period. If you give us notice but we do not receive it by the first day of the final calendar month, we will treat your notice as if we received it on the first day of the following month and your membership will not end until one month after that date.
- (iv) For more information on ending your membership please see section 14.

8.3.2 Adult Memberships (19 years and over) - Month2Month

- (i) Your membership will begin on the day you make your membership application.
- (ii) Your membership will run from the 1st of the month after the date you made your membership application, together with the part of a month as mentioned in section 10.1.2. Your membership will continue indefinitely until you give us at least one full calendar months' notice in writing in line with clause 14.1, unless:
 - You switch to a different membership type, see section 12.
 - You upgrade to a different membership, section 12.
 - We cancel your membership, section 14.3.
- (iii) If you want to end your membership you can give us one calendar months' notice under clause 14.1 as long as we receive your notice any time up to and including the first day of the final calendar month of your Initial Membership Period. If you give us notice but we do not receive it by the first day of the final calendar month, we will treat your notice as if we received it on the first day of the following month and your membership will not end until one month after that date.
- (iii) For more information on ending your membership please see section 14.

8.3.3 Adult Memberships (19 years and over) - Week2Week

- (i) Your membership will begin on the day you make your membership application and will run for 7 concurrent days, after which period it will expire.
- (ii) The membership can be renewed as required.
- (iii) Membership must be paid in full at the time the application is accepted or renewed.

8.4 Alive Cards

- 8.4.1 Alive Card memberships are available for customers.
- 8.4.2 An annual fee is required for Alive Card Membership unless it is provided free of charge with any membership or monthly paid sports lesson agreement, which is to be given by Alive West Norfolk in its absolute discretion.
- 8.4.3 A part refund at the sole discretion of Alive West Norfolk will only be made in exceptional circumstances and on receipt of appropriate supporting evidence to the satisfaction of Alive West Norfolk.
- 8.4.4 To receive Membership / Alive Card benefits you must produce your Alive Card when you visit an Alive West Norfolk sports centre, or quote the number when making reservations by telephone or online.
- 8.4.5 We may refuse to allow you to enter a sports centre or any Alive West Norfolk premises if you do not produce your membership card when asked to do so.
- 8.4.6 There is a charge of £2.00 for replacement cards/fobs.

- 8.4.7 Your membership benefits are personal to you and you cannot transfer them to another person. You must not lend your membership card to another person. To protect all of our members, we may ask to see another form of identification (besides your membership card) before we allow you into our sports centres.

8.5 Bowls Club Memberships

- 8.5.1 A Bowls Club Membership is required to be held by any person wishing to play in the Lynnsport Indoor Bowls Club or Hunstanton Oasis Indoor Bowls Club leagues and competitions. (This is different to the casual bowls membership).
- 8.5.2 An annual fee is required.
- 8.5.3 This membership will start annually from the 1st September.
- 8.5.4 A part refund for annual fees paid will only be made in exceptional circumstances and on receipt of appropriate supporting evidence and at the sole discretion of Alive West Norfolk.

8.6 Lessons

- 8.6.1 The following lessons are available:
- (i) Swimming
 - (ii) Gymnastics
- 8.6.2 Once you have booked one of the lessons set out at section 8.6.1, Your membership will begin on the day of your first lesson.
- 8.6.3 Your membership will run from the 1st of the month after the date you made your membership application, together with the part of a month as mentioned in clause 10.1.2.
- 8.6.4 Your membership will continue indefinitely until you give us at least one full calendar months' notice in writing in line with clause 14.1 to end your membership, unless:
- (i) You switch to a different membership type, see section 12.
- 8.6.5 We may cancel your membership (see clause 14.3).
- 8.6.6 If you want to end your membership you can give us one calendar months' notice in writing (see clause 14.1). If you give us notice to end your membership but we do not receive it by the first day of the final calendar month, we will treat your notice as if we received it on the first day of the following month and your membership will not end until one month after that date.
- 8.6.7 There is more information on ending your membership in section 14.
- 8.6.8 Following termination of your membership in accordance with section 14, your membership will end on the last day of the month and, no refunds of fees paid will be given in respect of part months.
- 8.6.9 No refund or credit of time will be offered where a student does not attend a lesson.
- 8.6.10 Lesson fees for courses are paid by monthly direct debit collected on, or just after 1st of each month.
- 8.6.11 The student will be issued with an Alive Card free of charge. If entitled to concession rate the evidence must be provided when requested.
- 8.6.12 Direct debit fees are based on an average of 48 weeks (36 weeks at Alive Oasis). There will be no increase in fees if above 48 weeks (36 weeks at Alive Oasis) or a reduction in fees if less than 48 weeks (36 weeks at Alive Oasis). The number of weeks available during the year is mainly affected by closure on bank holidays. Swimming lessons are not run at the Oasis during school holidays, or in December. There is no collection of lesson fees for students registered on courses at the Oasis in August or December.
- 8.6.13 If we you unable to pay fees for any reason, we reserve the right to refuse attendance to courses until all arrears are paid in full.
- 8.6.14 If lesson fees remain unpaid after 15th of the month the student will be cancelled from the course.
- 8.6.15 When booking lessons, you are required to advise us of any medical conditions or special requirements which apply to the student. It is your responsibility to notify us of any changes or developments to such medical conditions and/or special requirements.
- 8.6.16 Students must not be in the lesson area more than 5 minutes before the start and 5 minutes after each class.
- 8.6.17 We cannot guarantee the same instructor will run a class every week. All instructors are appropriately qualified for the activity they lead.

8.6.18 We reserve the right to change the day, time of classes and cancel classes at any time.

9 Membership Access

9.1 Access to various facilities may vary from time to time as follows:

9.2 Racket Sports

9.2.1 Availability may be restricted at certain times due to block and special advance reservations with limited sports hall availability Monday to Friday 6-8pm.

9.2.2 Set up/take down of equipment for your booking is included in your booked playing time.

9.3 Athletics Track, Climbing Wall, Bowls Hall and Kaset

9.3.1 Availability may be restricted at certain times due to block and special advance reservations.

9.4 Other Charges

9.4.1 There may be an extra charge for additional facilities and services. Details of additional facilities and services available are displayed in our sports centres and on our Website (i.e. 6 week group fitness classes/1-2-1 sessions).

10 Starting Your Membership

10.1 Contracted & Non Contracted Memberships

10.1.1 With the exception of Junior Memberships a joining fee is applicable to all Memberships.

10.1.2 You will need to pay an amount to cover your membership fee from the day you join until the 1st of the following month. If you join after the 15th of the month, you will need to pay for the rest of the current month, plus the whole of the next month.

10.1.3 If you ask us to reduce your membership fee because you meet a special condition, for example because you work for a particular employer, you will need to prove that you meet the condition before we will reduce your fee and, from time to time, we may ask you for up-to-date proof that you still qualify for the reduced fee. For details as to the special conditions which you may be eligible for, please speak to a member of staff at one of our sports centres or contact Alive Card Services on 01553 818007 or email to alive.card@alivewestnorfolk.co.uk.

10.1.4 Cooling off period - 14 days of signing an Alive West Norfolk Membership Agreement you have the right to change your mind. The request to cancel must be received by us, in writing within 14 days of signing your contract agreement or making an online application. Your request must be by email to alive.card@alivewestnorfolk.co.uk or by letter to Alive Card Services, Greenpark Avenue, Kings Lynn PE30 2NB. We will confirm in writing to you when the Agreement has been terminated. Any fees paid in advance for membership benefits after the date of your cancellation will be refunded and the entire membership will end.

10.2 Photograph required for all Membership Types

10.2.1 When you and anyone linked to your membership join, you will each need to have your photograph taken. This is to allow us to check your identity when you enter your sports centre.

10.3 Membership Cards

10.3.1 As soon as possible after you make your membership application, we will send or give you and any linked members an Alive Card that you (or they) must use each time you (or they) enter an Alive West Norfolk sports centre.

10.3.2 If you join online an Alive Card will be issued on your first visit to one of our sports centres after your application has been accepted.

10.3.3 We may refuse to allow you (or them) to enter a site if you (or they) do not have your (or their) membership card.

10.3.4 There is a charge of £2.00 for replacement cards/fobs.

10.3.5 Your membership is personal to you and you cannot transfer it to another person. You must not lend your membership card to another person. To protect all of our members, we may ask to see another form of identification (besides your membership card) before we allow you into our sports centres.

10.3.6 If another person uses your membership card, we have the right to end your membership. Please read clause 14.3 'We may cancel your membership'.

11 Responsibilities of Members/Guarantor

- 11.1.1 Every person who signs a membership application or makes an application online will be responsible for paying all the appropriate membership fees for themselves and their junior members until:
 - (i) A membership has changed as detailed in section 12.
 - (ii) A membership is cancelled by following the procedure in section 14.
- 11.1.2 Every person who signs a membership application or makes an application online will be responsible for paying any extra charges and fees which they, any linked junior member, or a guest has to pay for using facilities and services not covered by the membership category.
- 11.1.3 You and all linked members must adhere to the rules and regulations for using facilities set out in Part 2, Rules & Regulations.

11.2 Membership Fees

- 11.3 Fees and Charges applicable are those in operation at the time of use or as agreed in writing by us.
- 11.4 Alive West Norfolk is a wholly owned, not for profit local authority company and VAT will be applied where applicable at the appropriate rate for each activity.
- 11.5 Hire for charitable events will be applied at the fees and charges liable at the time of hire.
- 11.6 Payment may be made in cash or by most major debit/credit cards. Settlement of an invoice is also accepted by cheque made payable to Alive West Norfolk.

11.7 Changing your Membership Fees and Agreement

- 11.7.1 Fees and charges will be reviewed each year. If changes are made, the new fees will come into force annually on 1st April unless we advise you otherwise in writing.
- 11.7.2 Notices of price changes will also be displayed in all the Alive West Norfolk sports centres.
- 11.7.3 We reserve the right to increase some membership fees automatically each year. If we do, we will notify you of such fee increases and subject to clause 11.7.4 the new fees will come into force annually on 1st April.
- 11.7.4 There will be no increase to memberships during your Initial Membership Period.
- 11.7.5 We will give you notice of the change in writing and we will display notices in all the Alive West Norfolk sports centres.
- 11.7.6 As well as the increase described at section 11.7.1 above, we have the right to amend membership fees at any time to take account any changes in VAT. We will make every reasonable effort to give you as much notice as possible of the increase (either in writing or by displaying notices in the Alive West Norfolk sports centres).
- 11.7.7 We may make reasonable changes to this agreement, to these terms and conditions in Part 1 and to the rules and regulations in Part 2, at any time, as long as we give you notice before we make such changes.

11.8 When are my membership fees due?

11.8.1 All Annual Memberships

- (i) Your membership fee is due every year and covers one full year from the day of the membership start date.
- (ii) A renewal notice will be sent to you shortly before your membership is due to expire.
- (iii) Renewal fees for renewed annual memberships will be based on the current applicable price at the time the membership is renewed.
- (iv) If an annual membership is not renewed on or before its year term it will expire and a new membership application will be required if you wish to continue use of the sports centres.

11.8.2 All Monthly Paid Memberships

- (i) Your membership fee will be requested by direct debit on, or just after 1st of each month.

12 Changing your Membership Categories and Linked Members

12.1 All Membership Categories

- 12.1.1 We realise that customer needs can change over time, so you can apply to change your membership category by contacting your preferred Alive West Norfolk sports centre.

- 12.1.2 The start date of a new contract would be 1st of the month after the date you made your new membership application.
- 12.1.3 You may need to provide proof that you qualify for the new membership category you are applying for.
- 12.1.4 When you change categories, your membership fees will change to the current fees advertised for that category for new members. You will have to pay any difference in the membership fees between your new category and your old category.

12.2 Contracted Membership

- 12.2.1 To change your membership within your Initial Membership Period (12 months) you will be required to take a new 12 month minimum term contract.
- 12.2.2 There is a fee of £25.00 to downgrade your membership type within your Initial Membership Period.

12.3 Annual Membership

- 12.3.1 If you pay your membership fee in one payment each year and we agree to a downgrade your membership during the period for which you have already pre-paid, you will be required to take a new membership for a further full 12 month period. We will refund any overpayment where the months remaining on the original contract have been paid at a greater rate than the new 12 month agreement.
- 12.3.2 We will not refund any joining fees which you have already paid.

13 Suspending your Membership

13.1 Contracted Memberships

- 13.1.1 During your membership, you may request that your membership be suspended in the event you have suffered an injury, illness or if you are pregnant.
- 13.1.2 To suspend your membership you will need to put a request in writing to Alive Card Services; together with your supporting evidence which can be emailed to alive.card@alivewestnorfolk.co.uk or sent by post to Alive Card Services, Greenpark Avenue, Kings Lynn PE30 2NB.
- 13.1.3 You must state the start date for the suspension and the number of months you want it to last.
- 13.1.4 Children's memberships can only be suspended or cancelled by the parent/guardian registered on the child's Alive Card account.
- 13.1.5 Alive West Norfolk may, in its absolute direction, agree to suspend your membership. If the request to suspend your membership is agreed the duration of the suspension will be at the discretion of Alive West Norfolk.
- 13.1.6 If Alive West Norfolk agree to suspend your membership, the suspension will take effect from the first day of the month following the date we receive your written request. We will confirm in writing whether or not your request has been agreed, and the dates and conditions of the suspension. If you do not receive this confirmation within 10 days, you must immediately let us know.
- 13.1.7 Throughout the time your membership is suspended there will be no monthly charge.
- 13.1.8 If you suspend your membership and the suspension starts during your Initial Membership Period, we will extend the Initial Membership Period by the total period that your membership was suspended.
- 13.1.9 If you give us notice to end your membership while it is suspended, the suspension will end at the same time as the notice period starts, unless you are ending your membership early in accordance with clause 14.2.
- 13.1.10 If you are ending your membership in line with clause 14.2, the suspension will continue to the end of your membership.
- 13.1.11 Your membership will automatically restart at the end of the suspension.
- 13.1.12 If you pay monthly for your membership, you must not cancel your direct debit instruction with your bank during a suspended period.
- 13.1.13 If you have paid for an annual membership, when your membership is reinstated the number of months the account was suspended for will be added to the end of your annual period.
- 13.1.14 Requests to suspend for holidays will not be approved.
- 13.1.15 Suspending your membership is not the same as ending your membership.

14 Ending your Membership

14.1 Notice

- 14.1.1 We calculate your membership in whole calendar months. Therefore the provisions of this clause 14.1 apply.
- 14.1.2 Anywhere in these terms and conditions where we ask you to give one calendar month or more notice, if you give notice during a month, we will treat it as if we received it on the first day of the following month and the notice period will run from that day.
- For example:
- If, you give us one month's notice to end your membership and we receive your notice on 23 March, your notice will start from 1 April.
 - The membership will then end on 30 April.
 - You will pay one more direct debit (on 1 April) after giving notice.
- 14.1.3 The only exception to clause 14.2.1 is if you give us notice at the beginning of a month. This means that if we receive notice from you up to and including the fourth day of a month, we will treat it as if we received it on the first day of that month and the notice period will run from that day.
- 14.1.4 Notice can be provided in writing addressed to Alive Card Services, Greenpark Avenue, Kings Lynn PE30 2NB or by email to alive.card@alivewestnorfolk.co.uk. If you need to give us evidence of certain things, you can provide them as attachments to an email.
- 14.1.5 Your notice is not effective until we have received it. We will confirm we have received your notice within 10 days of receiving it. If you do not receive this confirmation within 10 days, you should contact Alive Card Services immediately so we can check if it has been received.
- 14.1.6 From time to time we will need to contact you about your membership, so it is important you let us know if your address, contact phone number or email address changes.
- 14.1.7 If we need to give notice to you:
- (i) It will be effective if we send it to the address or email address we have in the records we hold about you; and
 - (ii) If we give notice during a month, our notice period will run from the first day of the following month.
- 14.1.8 Except in exceptional circumstances, only you can give notice to end your membership. You can end the membership of individual children linked to your membership by giving us one months' notice in writing.
- 14.1.9 The notice periods and the restrictions on giving notice in the Initial Membership Period are set out in clause 14.2.
- 14.1.10 You must continue to pay your membership fees until your membership ends.
- 14.1.11 Your membership will end at the end of your notice period.

14.2 Ending your membership early

- 14.2.1 Early termination of your membership may be considered by Alive West Norfolk in exceptional circumstances, for example if;
- (i) You are suffering from a medical condition which means you are unable to use the sports centres for an indefinite period, you lose your employment or are declared insolvent.
 - (ii) You are being relocated in your employment to a location which is more than 15 miles from an Alive West Norfolk centre.
 - (iii) You are moving home to a location which is more than 15 miles from an Alive West Norfolk sports centre.
 - (iv) We are satisfied that there has been a change in your personal circumstances, other than those listed above, which means that it is no longer reasonable for you to use the sports centres or to continue being a member.
- 14.2.2 To end your membership for one of the reasons listed in clause 14.2.1 above, you must request early termination in writing in accordance with clause 14.2.3.
- 14.2.3 You must give us suitable evidence to support your request, but you do not need to provide this at the same time that you give us notice. If your proof is not available at the time you write to request early cancellation of your membership, your membership will be suspended for 1 month to give you time to provide it.
- 14.2.4 The cancellation will take effect from the first day of the month following the date we receive your written request.

14.2.5 You must make sure the cancellation request has been received; we will confirm in writing whether or not your request has been agreed. If you do not receive this confirmation within 10 days, you should immediately let us know.

14.3 We May Cancel your Membership

14.3.1 We may also suspend or cancel your entire membership in the following circumstances:

- (i) If you or a linked member breaks or repeatedly breaks this membership agreement or Alive West Norfolk's rules and you do not or cannot put it right within seven days of us writing to you about it.
- (ii) If, with your knowledge or permission, another person uses your Alive Card to get into any Alive West Norfolk sports centre.
- (iii) If we receive any complaint about your behaviour or that of a linked member at any Alive West Norfolk sports centre, if you (or a linked member) persistently behave inappropriately, or if we believe that your continued membership (or that of a linked member) is not in the interests of other customers.

14.3.2 You have the right to appeal against our decision. All complaints received by us will be dealt with in accordance with clause 18.

14.3.3 If we cancel your membership for any of the reasons in this section, we have the right to keep a proportion of the money you have paid under this agreement to cover any reasonable costs we have had to incur. We may also not accept any future applications you make for membership to any Alive West Norfolk sport centre and you may not be allowed to enter any Alive sports centre as a guest or for any other reason.

15 Significant Changes at our Sports Centres

15.1 At any time, you can end your membership if we give you notice that we intend to:

- (i) Close your sports centre permanently.
- (ii) Permanently withdraw the whole of the sports facility/service.

15.2 In each of the cases set out at section 15.1, you must give us notice in writing in line with section 14.1.

15.3 During periods of planned extended closure we will, where possible, give you a minimum of 3 months' notice and offer you an alternative membership type or suspend your membership for the period of closure.

16 If You Do Not Pay Your Membership Fee When it is Due

16.1 All Memberships

16.1.1 If you do not pay your membership fee when it is due, we will write to you to let you know. Any amounts due will be added to your Alive Card.

16.2 Minimum Term Memberships

16.2.1 If you fall behind with your membership payments for more than one calendar month we will charge you an administration fee of £25.00, this will be added to your membership account.

16.2.2 If you are paying by direct debit we will try to take this payment from your bank account again on, or just after, the 15th of the month. If that is unsuccessful, the debt will remain on your Alive Card but we will continue to collect future monthly direct debit payments as they become due.

16.2.3 If you fall behind with your membership payments for more than 2 calendar months we will invoice you for the full outstanding balance of your Initial Membership Period. If your membership is past the Initial Membership Period it will be cancelled when more than 2 months debt is on the account.

16.2.4 Where unpaid fees remain on your membership, you will not be permitted to use any Alive sports centres. This does not mean we will end your membership.

16.2.5 We may refer any missed payments, including any future payments that are due as part of your contract (for example, payments you owe for the rest of an Initial Membership Period or notice period), to a debt-collection agency.

16.2.6 Cancelling your direct debit does not mean you have given us notice to end your membership. You must give us written notice in line with section 14.1.

17 Cancellation

- 17.1 A 3 strike, 7 day booking restriction rule is processed for late cancellation or no attendance of pre-booked activities and personal coached activities whether included as a membership benefit or paid at the time of booking. Strikes will be applied where insufficient notice is received by us as detailed in clauses 17.1.1 to 17.1.6; a strike will remain on the customers Alive Card account for a period of 3 months. If an account has 3 active strikes a booking restriction will be applied. The restriction will remain in place for 7 days, during which time the account holder will not be able to pre-book any bookable activity at any of the Alive West Norfolk sports centres; when a booking restriction expires all previous strikes will be removed from the account.
- 17.1.1 No charges will be incurred for cancellation of pre-booked activities where a minimum of 2 hours' notice of cancellation has been received by us before the start time of the activity. No refund will be given but where a payment was made for the cancelled activity a credit equal to the fee paid will be applied to the customers Alive Card account.
- 17.1.2 If less than 2 hours' notice of cancellation has been received for any pre-booked activity no refund or credit will be offered and one strike will be lodged against the customer's Alive Card account.
- 17.1.3 In the event of failure to attend any pre-booked activity no refund or credit will be offered and one strike will be lodged against the customer's Alive Card account.
- 17.1.4 No charges will be incurred for cancellation of personal coached activities or holiday sport sessions where a minimum of 24 hours' notice of cancellation has been received by us before the start time of the activity. No refund of money will be given but where a payment was made for the cancelled activity a credit equal to the fee paid will be applied to the customers Alive Card account.
- 17.1.5 If less than 24 hours' notice of cancellation has been received for personal coached activities or holiday sport sessions no refund or credit will be offered and one strike will be lodged against the customer's Alive Card account.
- 17.1.6 In the event of failure to attend a pre-booked personal coached activity or holiday sport session no refund or credit will be offered and one strike will be lodged against the customer's Alive Card account.
- 17.2 Birthday Parties
- 17.2.1 A full refund of payment made in advance for a child's party will be made when written notice of 8 days or more has been received by Alive West Norfolk.
- 17.2.2 No refund or credit note will be given if less than 8 days notice in writing is received by Alive West Norfolk.
- 17.3 Alive West Norfolk reserves the right to close any premises or prohibit the use of any facility, in which case all charges paid in respect of a booking we have cancelled as a result of such action will be refunded to you. Alive West Norfolk will not be liable for any other expenditure incurred or loss sustained directly or indirectly by the Hirer arising from the cancellation.

18 Complaints

- 18.1 We are committed to making sure our members are satisfied with the service we provide, but we are realistic enough to know that things do not go according to plan all the time. If you or your guests have a complaint, we want to know about it as soon as possible so that we may fully investigate it and sort the matter out.
- 18.2 We will deal with all received complaints in accordance with our Complaints Procedure, details of which can be found on our Website.

19 Liability

- 19.1 We do not accept liability for damage or loss to your property that may happen on the premises or within the grounds of any Alive sports centre, unless that loss or damage arises from our negligence or our failure to take reasonable care.
- 19.2 We do not accept liability for the injury or death of any member, child or guest that may happen on the premises or within the grounds of any Alive sports centre, other than the liability which arises from our negligence or our failure to take reasonable care.

- 19.3 By law, we do not have to pay you compensation for any service, facility or equipment not being available for health and safety reasons or if such unavailability is for the benefit of our members.
- 19.4 Nothing in these terms and conditions is meant to limit any rights you might have as a consumer.
- 19.5 For the avoidance of doubt, nothing in this section 19 excludes our liability for death, personal injury or fraud arising from our negligence.

20 Using Your Personal Information

20.1 Personal Information you supply to us may be used in a number of ways, for example:

- (i) To manage your account and membership with Alive West Norfolk.
- (ii) For audit and debt collection.
- (iii) For fraud prevention.
- (iv) To inform you of facility closures.
- (v) To inform you of cancelled classes and bookings.
- (vi) To inform you of urgent facility information.
- (vii) For statistical analysis relevant to our business needs.

20.2 Sensitive Personal Information you supply to us may be used in a number of ways, for example:

- 20.2.1 Medical information supplied will be shared with Instructors to plan sessions and ensure you are fit to participate in activities or make reasonable adjustments for your inclusion. Some of these staff may be third party sub-contracted providers or volunteers.
- 20.2.2 Physiological and medical information may be analysed to monitor your progress. For example, we may monitor your weight, body fat or blood pressure over time so you can see the progress you are making against your personal activity goals.
- 20.2.3 Statistical analysis relevant to our business needs.

20.3 We may share your Personal Information with third party data processors who look after aspects of our business such as:

- 20.3.1 Borough Council of Kings Lynn and West Norfolk, who carry out accounting and banking operations on our behalf.
- 20.3.2 Software providers such as:
- (i) Legend Leisure Ltd who host our leisure management system which includes our leisure customer data base.
 - (ii) CAP2 Solutions who provide our Courses Pro system for our sports lessons where participants progress can be monitored.
 - (iii) Patron Base which is our main theatre operating system and database.
 - (iv) Mail Chimp for email communication with our customers.
 - (v) Capita for payment processing including direct debit, chip and pin and online payments.
 - (vi) The Borough Council of Kings Lynn and West Norfolk who manage our IT systems.
- 20.3.3 Sub-contracted staff/organisations who deliver activities on our behalf. These organisations will only receive the information necessary for the purpose of the activity/service they are providing.

20.4 We will not share or sell your Personal Information to third parties for the purposes of marketing unless you provide us with consent to do so.

20.5 We will not share your Personal Information with any organisations that do not provide a service to Alive West Norfolk's business operations unless required to do so by law.

20.6 Your privacy is important to us and we will manage any information you provide to us within the requirements of the Data Protection Act 1998, the General Data Protection Regulations (**GDPR**) 2018 and the Data Protection Bill 2018 (together the **Data Protection Legislation**). For further detail about what information we collect and how we will use and protect it please see Alive West Norfolk's:

- (i) Data Protection Policy
- (ii) Privacy Notice
- (iii) Cookies Policy

All are available on our Website www.alivewestnorfolk.co.uk

21 Advance Hire of Sports Facilities / Services

21.1 Block Booking Hire

- 21.1.1 All new applications for hire must be made on an Alive West Norfolk booking enquiry form available on our Website.
- 21.1.2 A booking is not confirmed until a signed Booking Agreement is in place.
- 21.1.3 Priority for block booking requests will be given to clubs, schools and organisations. Depending on demand, block bookings may also be granted to casual hirers.
- 21.1.4 If we accept your block booking request, a Block Booking Offer will be sent to you which you must sign and return as agreement to the terms and conditions. The offer will state the activity area, times, dates, dates not available and price. You must confirm on the Block Booking Offer form if you have appropriate insurance, coach qualifications and licenses in place.
- 21.1.5 A booking does not give automatic entitlement to renewal for further sessions.
- 21.1.6 Hire for commercial purposes or generation of income by individuals or organisations may be subject to commercial rates; this will be at the discretion of Alive West Norfolk.
- 21.1.7 The Hirer shall be the person named on the booking enquiry form (the **Hirer**) and shall be solely responsible for compliance with Alive West Norfolk Rules and Regulations.
- 21.1.8 Block bookings will be invoiced monthly in arrears, payable on receipt by the Hirer. If a club or Hirer develops a pattern of late payments (to be determined in Alive West Norfolk's sole discretion) we reserve the right to cancel all future bookings or request payments in advance.
- 21.1.9 Any equipment required for the booking activity will be set up/taken down within the Hirers reservation time.
- 21.1.10 Cancellation and/or amendment of specific date(s) or the whole block booking must be made in writing to alive.card@alivewestnorfolk.co.uk or Alive Card Services, Greenpark Avenue, Kings Lynn PE30 2NB and received no later than eight full days before the first date to be cancelled. If this notice of cancellation is not received by Alive West Norfolk, the full charge, as detailed in the Booking Offer will apply.
- 21.1.11 Alive West Norfolk may cancel bookings at any time without payment of compensation. On occasions it might be necessary for Alive West Norfolk to cancel a block booking session in order to accommodate a special event; in these circumstances Alive West Norfolk will give the Hirer as much notice as possible.
- 21.1.12 Hirers must not sub-let or transfer their hires, and the premises must only be used for the purposes indicated at the time of booking.

21.2 Advance Bookings / Special Events

- 21.2.1 All applications for special event hire must be made on an Alive West Norfolk booking enquiry form available on our Website.
- 21.2.2 A special event booking is not confirmed until a signed Booking Agreement is in place and the full hire fee has been received by Alive West Norfolk.
- 21.2.3 Hire for commercial purposes or generation of income by individuals or organisations may be subject to commercial rates; this will be at the discretion of Alive West Norfolk.
- 21.2.4 The Hirer shall be the person named on the booking enquiry form and shall be solely responsible for compliance with all conditions and regulations agreed to.
- 21.2.5 Hirers must not sub-let or transfer their hires, and the premises may only be used for the purpose indicated at the time of booking.
- 21.2.6 The Hirer must ensure that there is no infringement of any copyright and/or third party intellectual property rights whatsoever connected with the hire and that all appropriate insurance, licenses or permits are obtained in the proper manner.
- 21.2.7 The Hirer agrees to reimburse Alive West Norfolk for any expenses incurred for special provisions in connection with a booking.
- 21.2.8 Cancellations and/or amendments to the booking must be made in writing before the date of the first hire session to alive.card@alivewestnorfolk.co.uk or Alive Card Services, Greenpark Avenue, Kings Lynn PE30 2NB and received no later than 21 full days before the first date to be cancelled/amended otherwise charges will apply.
- 21.2.9 Notice periods and refunds for special occasion hire:

- (i) Less than 21 days' notice before the date of hire, no refund of hire fees
- (ii) 22 to 84 days' notice before the date of hire, refund equivalent to 50% of the hire fees
- (iii) 85 days' notice before the date of hire, full refund of hire fees less a £25.00 administration fee.

21.3 Licensing and Catering Arrangements

21.3.1 No licensing and catering arrangements can be made except as agreed with and directed by Alive West Norfolk.

21.3.2 Cancellation of pre-agreed bar/catering provision must be made in writing to alive.card@alivewestnorfolk.co.uk or Alive Card Services, Greenpark Avenue, Kings Lynn PE30 2NB and received no later than 15 full days before the first date to be cancelled or charges will apply.

21.3.3 Notice periods for bar/catering bookings:

- (i) Less than 15 full days' notice before the date booked, full charges as quoted in writing will apply.
- (ii) 16 to 30 days' notice before the date booked, 50% of charges as quoted in writing will apply.
- (iii) 31 plus days' notice before the date booked, no charges will be made, except to reimburse Alive Management for any reasonable expenses incurred.

21.4 If We Cancel Pre-Booked Hire/Activities

21.4.1 Alive West Norfolk reserves the right to close any premises or prohibit the use of any facility, in which case all charges paid in respect of a booking we have cancelled as a result of such action will be refunded to you. Alive West Norfolk will not be liable for any other expenditure incurred or loss sustained directly or indirectly by the Hirer arising from the cancellation.

22 Choice of law

22.1 Your membership with us is governed by the laws of England and Wales and the English Courts have exclusive jurisdiction.

PART 2 - RULES & REGULATIONS

1 General Health & Safety

- 1.1 As your safety is our main priority, we do not allow crockery, glassware or glass bottles in any activity or changing areas unless we have organised this.
- 1.2 We do not allow pets (except for registered working assistance dogs) in Alive West Norfolk sports centres including outdoor sports areas.
- 1.3 To protect the safety of all members and guests, you must pay particular attention to all signs relating to health and safety in our facilities. If you do not understand a notice or sign please ask a member of staff.
- 1.4 Fire exits are clearly marked throughout the facilities. If there is a fire or if you hear the fire alarm, you should make your way out of the sports facility through the nearest possible exit to the advertised assembly point.
- 1.5 If you suffer an accident or injury on our premises, you must report it and the circumstances under which it happened to the Duty Officer immediately.
- 1.6 For your safety, when using the racket facilities, bowls hall or synthetic pitches, you must wear appropriate footwear for the playing surface (for example, non-marking smooth-soled shoes on carpet courts).
- 1.7 Adults with care and support needs are encouraged to bring a carer or responsible adult who are given free entry to the facility to support the adult in need if the carer is not taking part in the activity. A small charge will be applied if carers are participating in the activity.
- 1.8 It is important that you notify us as soon as possible of any changes to your contact details.
- 1.9 By using Alive West Norfolk's facilities or services you agree to the provision of medical assistance by staff and or that of outside medical help, should it be necessary. You also therefore accept that Alive West Norfolk shall not be held liable for any acts, omissions or adverse results of any medical treatment administered

2. Your Children's Health & Safety within Fitness Facilities

- 2.1 Supervising parent or guardian must be in the same area as the junior member.
- 2.2 Supervising parent or guardian can either be a member or a non-member; however non-members may not use facilities.
- 2.3 All junior users must have a programme card with them on every visit otherwise access will be denied.
- 2.4 Junior fitness members cannot gain access through the FastTrack systems.

3. Behaviour

- 3.1 We will not tolerate our staff or other members being verbally abused, intimidated or being physically threatened. If we find this to be the case, we have the right to report you to the police, to ban you immediately and permanently from all Alive West Norfolk sports centres and if appropriate to cancel your entire membership.
- 3.2 We can prevent you from entering our facilities if we think that your behaviour is not appropriate.

3.3 In the event a user of our facilities causes damage, behaves in an unruly manner or refuses to obey an instruction from us, they will not be allowed to continue with their activity and the booking may be cancelled with immediate effect.

3.4 Persons under the influence of alcohol or any other substance will not be permitted to use the sports facilities.

3.5 Vandalism including graffiti will not be tolerated. If you want to paint graffiti please register your interest to a member of staff in the Kaset.

4. Ages

4.1 Standard User Ages

Tiny Tots	Tots	Junior	Adult	Senior Adult
Under 1 year	1 – 3 years	4 – 18 years	19 years +	65 years +

4.1.1 Age restrictions apply for some activities. Please refer to specific session information.

4.1.2 Any person under the age of 18 years must be accompanied by, or under the supervision of, a responsible adult, at an organised club, school or booked activity.

4.1.3 Children under the age of 8 will require a parent or responsible adult to remain within the designated viewing area for the lesson/activity for the duration of the lesson/activity and be available to assist should the child need to go to the toilet. This does not apply to holiday club activities.

4.1.4 Children under the age of 8 taking part in an organised activity must be met in the facility the lesson/activity is taking place at the end of the session by their parent/guardian.

4.1.5 Parents/Guardians of children under the age of 8 are asked to supervise their children within the changing facilities. The designated changing facility of the supervising adult should be used.

4.1.6 We provide minimum ages for which activities can be undertaken and the minimum ages for which children can use facilities without supervision. Parents/guardians should note that these facilities are not always supervised and it is the parents/guardians responsibility to determine above the ages stipulated that children are mature enough to use the facilities unsupervised in a safe manner compliant with the facility rules and regulations. Parents should consider the risks to unsupervised activities such as using machinery and lifting weights in the gym, running alone on the athletics track or playing in the outdoor areas as examples. Alive West Norfolk reserves the right to refuse entry or enforce supervision requirements for children above the stated supervision ages if we feel supervision is required to use the facilities safely.

4.1.7 Children aged 17 or under are not permitted to use the sunbeds.

4.1.8 Junior members 8-11 year olds can only attend the fitness studios unsupervised (without a parent or guardian) in designated junior supervised sessions which are Mon–Fri, 3- 5pm.

4.1.9 8-10 year olds will need to be supervised in the fitness studios by a parent or guardian (over the age of 18) if they wish to access the facility outside the times as set out above.

4.1.10 11-16 year olds can use the fitness studios at any time unsupervised as long as they are in possession of their programme card and are only using the machines that have been prescribed by the fitness staff.

4.1.11 No junior users under 16 years are permitted in the Performance Studio at Alive Lynnsport or the main studio at Alive St James.

4.2 Alive Swimming Pools - Under 8's admission policy

4.2.1 All under 8's must be actively supervised by a parent or responsible adult aged 18+ in the water in line with the following ratios:

4.2.2 Children between 4 and 8 years

- 2 children to 1 parent or responsible adult.

4.2.3 Children under 4 years

- Ratio of 1 child to 1 parent or responsible adult. 2 children to 1 parent or responsible adult will be permitted if both children are wearing BS, EN or kite marked armbands/buoyancy jacket.

4.2.4 Where one child is under 4 years and one is between 4 and 8 years, there must be 2 parents or responsible adults actively supervising in the water. Where the child who is under 4 is wearing BS, EN or Kite marked armbands/buoyancy jacket there may only be 1 parent or responsible adult in the water with them.

4.3 Kaset Skatepark

4.3.1 Children under 6 are not permitted to use the skatepark.

4.3.2 Spectators aged 15 years or younger must be signed in by a parent or responsible adult aged 18+.

4.3.3 Children under 11 must be supervised by a parent or responsible adult at all times. Parents or guardians of participants are permitted free entry to supervise.

4.3.4 A protective helmet must be worn at all times by all BMX riders, In-liners and Scooter riders and by Skateboarders 17 or younger.

4.4 Climbing

4.4.1 All children under 18 must be supervised by a registered adult member and are required to wear a helmet at all times.

4.2 14-17 year olds may become a registered member following a satisfactory induction and completion of the registration form. The registration form must be countersigned by a parent/guardian.

4.3 The minimum age of a guest is 5 years

5. Smoking

Smoking, including e-cigarettes is not permitted in any area of the Alive West Norfolk facilities including outdoor playing areas.

6. Swimming Pools

6.1 Pool Hall Rules

6.1.1 For the safety and enjoyment of all swimmers, pool, slide, sauna and steam room rules are clearly displayed and are to be adhered to at all times.

6.1.2 The Duty Person holds the overall responsibility for staff and customers, therefore their instruction must be followed at all times.

6.2 Healthy Swimming

6.2.1 The pool water is carefully treated to ensure that the high standard of quality is maintained. Even the best-kept pools need your help so as not to introduce dirt and spread germs. If you are clean when you go in, less disinfectant is needed, and the water is nicer as well as safer.

6.2.2 Please follow these simple steps to help maintain the pools hygiene:

- i. Don't swim if you are ill. Germs can be spread in the water, especially if you have sickness or diarrhoea (a minimum of 48 hours after your last symptoms and up to two weeks depending on the infection).
- ii. Clean yourself. Shower with soap before you swim, and wash your hands after using the toilet.
- iii. Do not urinate in the pool, it's bad for the pool water. Use the toilet first.
- iv. Take children to the toilet before they swim (and watch out while in the pool).
- v. Standard nappies are not allowed, only swim nappies can be worn in the pool.
- vi. Ensure long hair is tied back.
- vii. Where an adult is double incontinent, the correct pool friendly protection must be worn to prevent faecal release into the pool.

The above guidance is in partnership with the Pool Water Treatment Advisory Group 'PWTAG' and Public Health England. For more information visit www.pwtag.org

6.3 General Pool Information

6.3.1 Parents or responsible adults have specific responsibility for the safety of their own children whilst in the facility.

6.3.2 The pools are unable to loan armbands or floats, however there is a wide range available for purchase at reception.

6.3.3 All swimmers must wear suitable and appropriate swimwear; details of this can be obtained from the centre.

6.3.4 Please inform the lifeguards of any medical conditions before entering the pool.

6.3.5 We reserve the right to call out the public 5 minutes before the end of the session.

The pools operate scheduled timetables for term time and holiday periods which are subject to change. For the latest information or updates, please contact the relevant centre or check our website.

6.3.6 Lanes are only guaranteed during specific 'Lanes' sessions and are not compulsory during other sessions.

6.3.7 Weak/non-swimmers are not permitted to pass the designated point. If at any point a member of staff has concerns over a swimmers ability they may be required to complete a swim test.

7. Fitness Studios

7.1 General

- 7.1.1 Please wear appropriate, clean clothing and footwear, offensive slogans or vests that expose the chest will not be permitted.
- 7.1.2 Please inform a member of staff of any changes to medical conditions; injuries or illnesses you may have.
- 7.1.3 All equipment is serviced regularly to ensure safe operation. If you should find any faults, please tell a member of staff.

7.2 Environment

- 7.2.1 Please swipe in for all visits and have your valid membership card available to produce on request.
- 7.2.2 Please ensure all bags and coats are stored away.
- 7.2.3 Please bring your own drinks bottle.
- 7.2.4 Please do not use the drip tray on the water machine to dispense waste.
- 7.2.5 Please do not attempt to adjust or change any air conditioning units, speakers or open windows within the studio.
- 7.2.6 Chewing gum is not permitted in the studio.
- 7.2.7 Please wipe down machines after use.
- 7.2.8 Non participants are only permitted in the studio with prior agreement from Alive West Norfolk Management.

7.3 Equipment

- 7.3.1 If you are unsure how to use a particular machine or perform an exercise then please ask a fitness consultant prior to use.
- 7.3.2 Please return all free weights and bars back to the racks provided.
- 7.3.3 Please do not drop or crash weights.
- 7.3.4 Please do not place bars on the benches.
- 7.3.5 There is a 15 minute maximum time limit on equipment during busy periods.

7.4 Behaviour

- 7.4.1 Please be considerate of other users when performing more than one set.
- 7.4.2 Where dedicated circuit machines are offered, please ensure you work in a clock wise direction

and give way to those who are using as a one set only express circuit.

8. Group Fitness

8.1 General

- 8.1.1 Please inform the instructor of any medical conditions; injuries or illnesses you may have prior to the class commencing.
- 8.1.2 The class timetable is under constant review and is therefore subject to change.
- 8.1.3 Please refrain from using mobilephones during the class.
- 8.1.4 It is important that you notify us as soon as possible of any changes to your contact details.
- 8.1.5 Please wipe down all equipment after use.
- 8.1.6 All equipment is serviced regularly to ensure safe operation. If you should find any faults, please let your instructor know.
- 8.1.7 To ensure your safety and wellbeing, ensure you follow all guidance given by the instructor.

8.2 Environment

- 8.2.1 Please do not enter the activity area prior to the class commencing or an instructor being in the area.
- 8.2.2 Please ensure all bags; coats or belongings are safely stored away from activity areas.
- 8.2.3 Please bring your own water bottle.
- 8.2.4 No food is to be consumed within the studio (this includes chewing gum).
- 8.2.5 The class timetable is strictly for those aged 16 and over unless lower ages are specified within the timetable.
- 8.2.6 Non-participants are not allowed in the studio unless otherwise agreed by Alive West Norfolk.
- 8.2.7 Late arrivals may not be allowed to participate in the session.
- 8.2.8 It is recommended that you complete the full class to ensure you complete the correct cool down.

8.3 Bookings

- 8.3.1 To avoid disappointment booking is recommended for all Group Fitness classes.
- 8.3.2 Please ensure you register at reception for all classes and hand your attendance card to the instructor.

8.3.3 Refer to Cancellations/No Show Charges in section 13 of Part 1, Terms & Conditions.

8.3.4 Whilst we make every attempt to ensure classes are available as advertised, no compensation will be offered for any cancellation or change of class.

8.3.5 Bookings are taken from 7 days in advance online, by telephone or in person.

8.3.6 Alive card / membership numbers must be provided when booking.

8.3.7 Any payments due are to be made at the time of booking.

9. Kaset Skatepark

9.1 Health & Safety

9.1.1 Skateboarders aged 18+ are strongly advised to wear helmets at all times. Those skaters who opt to skate without a safety helmet do so at their own risk and must first complete a satisfactory disclaimer.

9.1.2 We strongly advise the use of additional safety equipment at all times including knee and elbow pads, footwear, wrist-guards or glove protection as appropriate.

9.1.3 If your skateboard, BMX, skates or scooter is deemed unsafe by staff, you may be refused access.

9.1.4 No folding scooters, V scooters, three wheeled plastic scooters or play equipment, stabilisers or geared bikes will be allowed.

9.1.5 Riding or skating with plaster casts or splints is not permitted.

9.1.6 Any accident/incident is to be reported to a member of staff immediately.

9.1.7 Please do not wax anything. If you feel something needs waxing, please come and ask a member of staff.

9.2 Environment & General

9.2.1 For safety and hygiene reasons do not bring food or drink into the ramp areas. Food and drinks must remain in the viewing area. All rubbish to be placed in the bins provided.

9.2.2 Personal property and belongings are the sole responsibility of the owner.

9.2.3 If you want to paint graffiti please register your interest to a member of staff.

9.2.4 We ask customers to clear the ramp area 5 minutes prior to closing to ensure the park closes promptly on time.

9.2.5 Do not throw items in the skatepark. No spitting. Playground games like tag/it etc. are not permitted inside the skatepark.

9.2.6 CCTV closed circuit television is used throughout the facility. This is to prevent/detect abuse of the facility.

9.2.7 By using the skatepark, you recognise the inherent dangers associated with skatepark use. The risk of injury from the activities involved in this facility is significant, including the potential for permanent disability or death, and while particular rules, equipment and self-discipline may reduce the risk, the risk of injury does exist.

9.2.8 By using the skatepark, you are declaring you are fit suitable to participate, and have declared any existing injuries and/or medical conditions.

10. The Hangar, Climbing Wall

10.1 General

10.1.1 Risks – “The British Mountaineering Council recognises that climbing and mountaineering are activities with a danger of personal injury or death. Participants in these activities should be aware of and accept these risks and be responsible for their own actions and involvement.” Although the climbing centre is an artificial environment the risks involved are no less serious than when climbing outside on a crag or mountain. There is an additional risk that bolt-on holds can spin or break. The soft flooring within the bouldering cave is designed to provide a more comfortable landing for climbers falling or jumping from within the bouldering cave. The soft floor does not make the climbing any safer. Broken and sprained limbs are common on this type of climbing wall despite the soft landing.

10.1.2 Uncontrolled falls are likely to result in injuries to yourself or others. Climbing beyond your capabilities on any wall is likely to result in a fall. Any fall may result in an injury despite the safety systems in place to avoid it.

10.1.3 You must make your own assessment of the risks whenever you climb.

10.1.4 Our Duty of Care – The rules of the climbing centre set out below are not intended to limit your enjoyment of the facilities. They are part of the duty of care that we, as operators, owe to you, the customer, by law. As such, they are not negotiable and if you are not prepared to abide by them, then the staff must politely ask you to leave.

10.1.5 Your Duty of Care – You also have a duty of care to act responsibly towards the other users of the centre. Statements of ‘Good Practice’ are posted around the centre. These describe the accepted methods of use and how customers would normally be expected to behave towards each other.

10.1.6 Climbing – To climb you must be competent in the use of a safety harness, a suitable knot to attach a rope to the harness and a belay device to secure a falling climber or lower a climber from the wall using a rope. You are required to register to say that you know how to use the equipment, that you are prepared to abide by the rules and that you understand the risks involved in your participation.

10.1.7 Guests – As a registered adult member you may bring two guests per visit for whom you are responsible for their supervision and safety.

10.1.8 Equipment – Subject to availability, equipment can be hired including a harness, helmet, karabiner and belay. As a registered member, you are responsible for any equipment hired by you or your guests. Lynnsport may seek full recompense for any loss or damage. Staff will provide whatever help and advice they can, but instruction in the use of equipment or climbing techniques will only be provided where it has been booked and paid for in advance. If you are not confident in the use of any climbing equipment or technique then do not attempt to use it.

10.2 Climbing Rules of Use

10.2.1 Report to reception on each visit before you climb.

- 10.2.2 You must exercise care, common sense and self-preservation at all times.
- 10.2.3 Report any problems with the walls, equipment or other climber's behaviour to a member of staff immediately.
- 10.2.4 Be aware of the other climbers around you and how your actions will affect them.
- 10.2.5 Do not distract people while they are climbing or belaying.
- 10.2.6 Stand well back from the climbing walls unless you are belaying.
- 10.2.7 Never stand directly under someone who is climbing.
- 10.2.8 Solo climbing is not permitted. Until such time that there is more than one registered climber in The Hangar, the door to the climbing area will remain locked and only bouldering is permitted.
- 10.2.9 Climbing is not permitted unaided and safety equipment must be used.
- 10.2.10 No loose chalk is to be used, only chalk balls.

10.3 Top Roping

- 10.3.1 Many of the climbs in the centre have top ropes already in place. Do not take them down to use on other routes.
- 10.3.2 Do not use your own 'quick draws' to lead the top rope walls.

10.4 Leading

- 10.4.1 When using the lead walls you must supply your own appropriately rated dynamic rope.
- 10.4.2 Do not use the Centre's top ropes for lead climbing

10.5 Belaying

- 10.5.1 Always use a belay device attached to your safety harness with a locking karabiner. 'Traditional', or 'body' belaying is not acceptable.
- 10.5.2 Always pay attention to what the climber is doing.
- 10.5.3 Always stand as close to the climbing wall as is practical. Sitting or lying down is not acceptable.

10.6 When Climbing

- 10.6.1 The tall walls are designed to be climbed using a rope for protection. Solo climbing is not acceptable on these walls. Always use a rope to protect yourself on these climbs.
- 10.6.2 Always use a safety harness to attach yourself to the rope.
- 10.6.3 Always tie the rope directly into the harness using a suitable climbing knot. Clipping in with a karabiner is not acceptable.

10.6.4 Remove items from pockets which may fall out.

10.7 Bouldering

10.7.1 Always climb within your capabilities and descend by down climbing, jumping or, at the very least, a controlled fall.

10.7.2 Never climb directly above or below another climber.

11. Lockers

11.1 All personal belongings are brought into the sports facilities at your own risk. We do not accept legal responsibility for any loss or damage to these items except if the loss or damage is due to our negligence.

11.2 Lockers are provided in all sports facilities, these are a 20p charge with the exception of Alive Lynnsport where the lockers are £1.00 return.

11.3 If you leave your belongings in a locker overnight we have the right to remove them. You can claim the items we have removed from reception for up to two weeks after we remove them. After this time they will be treated as lost property (see section 12 of Rules & Regulations).

11.4 Personal belongings must not be left in the changing rooms or lockers, items left in changing rooms or lockers will be collected by staff and treated as lost property (see section 12 of Rules & Regulations).

12. Lost Property

12.1 If you find lost property, you must hand it into the reception immediately.

12.2 We will hold items for 1 calendar month before giving the items to charity.

13. Clothing / Footwear

13.1 Only appropriate and regulation footwear may be worn in playing areas, (for example, non-marking smooth-soled shoes on carpet courts). All swimmers must wear suitable and appropriate swimwear, details of this can be obtained from the centre.

13.2 Please wear appropriate clothing, offensive slogans or vests that expose the chest will not be permitted.

13.3 A protective helmet must be worn at all times by all BMX riders, In-liners and Scooter riders and by Skateboarders 17 or younger.

13.4 When undertaking activities such as Kaset, skating etc, we strongly advise the use of additional safety equipment at all times including: knee and elbow pads, footwear, wrist-guards or glove protection as appropriate.

13.5 No jewellery or body piercings are allowed to be worn when participating in any gymnastic or trampolining activity. If ears are recently pierced and cannot be taken out, it is acceptable for them to be covered in tape for a maximum period of 4 weeks only.

13.6 Long hair must be tied back when participating in any gymnastic or trampolining activity.

13.7 Appropriate clothing for gymnastic or trampolining activities are leotard, shorts & t-shirt or tracksuit trousers & t-shirt. Socks must be worn by any participant with a foot infection.

14. Photographs & Videos

14.1 Guidelines for Use of Photographic Filming Equipment

Whilst photography or filming is generally prohibited within Alive West Norfolk sports centres, there are some examples where photography is permitted when procedures are followed.

- 14.1.1 For general photography, customers must complete a photography request form available from the Duty Person, providing identification preferably with an address and photograph. The form is to be signed by the Duty Person and a sticker or lanyard will be given to the customer to be worn at all times whilst filming. These are valid for one day only.
- 14.1.2 Photography and filming is strictly prohibited in all toilet and changing areas.
- 14.1.3 The use of Go-Pro (or similar) cameras are not permitted in general swimming sessions.
- 14.1.4 Any concerns with photographers, video or film operators are to be reported to the Duty Person, Site Safeguarding Officers and where relevant, the Police.
- 14.1.5 There may be occasions when images are taken for promotional and marketing purposes, on these occasions notice will be provided and permissions sought.
- 14.1.6 Photography can be used as a legitimate coaching aid but care should be taken in the storing of such films. If clubs are concerned that someone they don't know is using their sessions for photography or filming purposes the club representative should ask them to leave and must report this incident to the Duty Officer. Permission should be sought from parent/guardians for the use of photographic material.
- 14.1.7 Any sports events or competitions organised by sports clubs or Alive West Norfolk within the venues will follow the appropriate national governing body procedures.
- 14.1.8 For events outside of the normal programme for example those organised by businesses, private bookings, children's parties etc. the event booker is responsible for photography and any spectators/customers requesting permission to film will be referred to the event organiser.
- 14.1.9 In the case of children's birthday parties and private parties, photographs should only be taken of guests at the event.
- 14.1.10 Following advice and for practical reasons, photography is permitted in KASET skatepark. This fits with the specific customer profile but all photography must be conducted appropriately with consideration and respect for others using the facility. Notices are in place highlighting this policy and any images published must be in agreement with those featured.
- 14.1.11 Professional photographers/filming/video operators wishing to film at Alive West Norfolk sports centres outside of the events detailed above should seek accreditation with the Duty Person producing their professional identification and the reason for the filming. Each case will be considered individually.
- 14.1.12 All members will each need to have their photograph taken when joining Alive West Norfolk. This is to allow us to check your identity when you enter our sports facility.

15. Food and Drink

- 15.1 At the Oasis, other than water in the sporting activity areas, only food and drink purchased from their cafeteria or vending machines may be consumed on their premises.
- 15.2 At all sports facilities excluding the Oasis, no hot food is allowed to be taken into any of the premises unless agreed with us for events.

15.3 We do not allow crockery, glassware or glass bottles in any activity or changing areas unless we have organised this.

16. Car Parking

16.1 Free car parks are available at Lynnsport and Downham Leisure.

16.2 Members may request a free parking permit to the BCKLWN car parks at the Oasis.

16.3 A free parking permit is available on request at St James Pool between the hours of 06:00 and 08.30.

16.4 On Borough Council car parks the Borough Council of Kings Lynn & West Norfolk's parking fees apply at all other times.

17. Other Rules & Regulaions

17.1 Rules and Regulations & Terms and Conditions in addition to these may be displayed in the sports facilities, these must be adhered to.